

Christopher Canter

From: Jonathan Marshlian [jsm@thlglaw.com]
Sent: Friday, June 09, 2006 10:21 AM
To: 'Stephen Murray'
Cc: 'David Rudd--GR'; 'Mike Skrivan'; 'Sandi Brondsema'; 'Michael Shuler'
Subject: RE: BitWise Communications ICA Negotiations

Thank you Stephen.

I will be reviewing the documents over the weekend, so let's plan on getting started on Monday. Based on your message to Mike, shall I assume August 10th is your proposed termination date? To accommodate our negotiations, could we agree to push back all relevant dates by 20 days, thus making the drop-dead termination date August 30?

Jonathan

Tel: 703-714-1313
www.thlglaw.com

CONFIDENTIAL & PRIVILEGED - ATTORNEY-CLIENT COMMUNICATION

From: Stephen Murray [mailto:murrays@madisonriver.net]
Sent: Thursday, June 08, 2006 6:59 PM
To: 'jsm@thlglaw.com'
Cc: David Rudd--GR; Mike Skrivan; Sandi Brondsema; 'Michael Shuler'
Subject: RE: BitWise Communications ICA Negotiations

Good Afternoon. I just left you a voice message. I would prefer a letter, which can be electronically sent as an attachment to an e-mail message.

I will forward to you the e-mail message that I sent to Mike last evening, as a separate message, as I am not sure if you received it from him. The letter does have the relevant dates on it.

We could start as early as tomorrow, if you like, or alternatively we can start on Monday. I would assume you may want to take a day or two to familiarize yourself with the proposed contract so I will attach it herein. The contract actually consists of 3 documents;

1. the Agreement itself
2. the pricing matrix
3. the CLEC service guide

Please note that this edition of the contract reflects numerous updates since the original template was issued...

Stephen V. Murray
Director, Regulatory Affairs
Madison River Communications, LLC
103 So. 5th Street
Mebane, NC 27302
919-563-8109
murrays@madisonriver.net

-----Original Message-----

From: Jonathan Marshlian [mailto:jmarshlian@verizon.net]

6/22/2007

Sent: Thursday, June 08, 2006 12:09 PM
To: murrays@madisonriver.net
Subject: BitWise Communications ICA Negotiations

Mr. Murray -

As you may be aware, I am special telecommunications counsel for BitWise Communications. I understand that you have recently exchanged communications with Mike Shuler regarding re-negotiation of a replacement Interconnection Agreement.

Previous to these recent discussions, I understand Gallatin sent BitWise a certified letter dated November 1, 2005, in which Gallatin notified BitWise of its intent to terminate the existing ICA unless a replacement ICA was negotiated in a timely manner.

Although I did receive a copy of the letter, at the time I did not have client authorization to negotiate directly with Gallatin. It appears that efforts to negotiate a replacement agreement directly with my client may have stalled in the absence of active counsel.

I believe you have indicated to Mike that Gallatin will terminate the existing ICA shortly and will thereafter convert to tariffed rates. I am hopeful we can avoid this outcome and respectfully request the opportunity to negotiate directly with you on behalf of my client, as I now have such authority. Unfortunately, the time allotted does not afford adequate opportunity to come up to speed. I would therefore request an additional 30 days to negotiate a replacement ICA, in other words, I would request a re-start of the negotiation window. I believe that 30 days will be sufficient and that given the additional time, we should have no problem executing a replacement ICA by the revised deadline for termination. We certainly believe this approach is preferable to Gallatin seeking to self-effectuate changes to the existing contract, which is a move we believe would be unlawful both under Illinois precedent and FCC intent.

I understand Gallatin may be frustrated that it has taken until now to make progress on negotiations. However, I request this brief extension to allow us to reach a meeting of the minds.

Please send me the proposed replacement ICA at your earliest convenience. If you have a summary document which highlights the material changes to the agreement, particularly with respect to pricing, this would be appreciated and will be very helpful to both parties in terms of minimizing delay.

I look forward to working with you.

Please let me know if you would like this request for a restart of the negotiation window in a letter or if this e-mail "writing" suffices.

With regards,
Jonathan

Jonathan S. Marashlian
The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, Virginia 22102
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Fax: 703.714.1330
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Christopher Canter

From: Stephen Murray [murrays@madisonriver.net]
Sent: Friday, June 09, 2006 3:38 PM
To: 'jsm@thlglaw.com'
Cc: David Rudd--GR; Mike Skrivan; Sandi Brondsema; 'Michael Shuler'
Subject: RE: BitWise Communications ICA Negotiations

The schedule is a little softer than I had anticipated; although I presume that we can get through all of it in due course. I think a few more sessions would have been more expedient. However, if we have 2 hour sessions and do not get sidetracked, it may work out, as the time required to conclude these negotiations typically depends on the complexity and quantity of the red-line comments...

Dave Rudd, please verify that you can attend all of these scheduled sessions...

Having said that I can live with the letter and schedule; Thanks for getting this out to me. I will execute it and return it to you immediately...

Thanks

Stephen V. Murray
Director, Regulatory Affairs
Madison River Communications, LLC
103 So. 5th Street
Mebane, NC 27302
919-563-8109
murrays@madisonriver.net

-----Original Message-----

From: Jonathan Marashlian [mailto:jsm@thlglaw.com]
Sent: Friday, June 09, 2006 2:49 PM
To: 'Stephen Murray'
Cc: 'David Rudd--GR'; 'Mike Skrivan'; 'Sandi Brondsema'; 'Michael Shuler'
Subject: RE: BitWise Communications ICA Negotiations

Stephen -

See attached, per our discussion.

Jonathan

Tel: 703-714-1313
www.thlglaw.com

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From: Stephen Murray [mailto:murrays@madisonriver.net]
Sent: Thursday, June 08, 2006 6:59 PM
To: 'jsm@thlglaw.com'
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6/22/2007